

# **Exhibit 62**

**Received(Date):** Tue, 21 May 2013 11:24:24 -0500  
linked image001 9194FC5C-D0E5-4D2C-9C1F-2C1799AB49A0.jpg

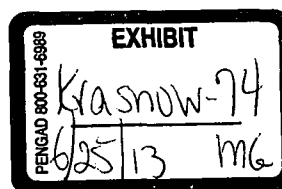
**From:** Jones, Rupert <44c50a5f-a5c732c4-85256bd0-60fc75@weilx.com>  
**Sent:** Thursday, December 9, 2010 6:17 AM  
**To:** Krasnow, Richard <richard.krasnow@weil.com>  
**Cc:** Del Nido, Erika <erika.delnido@weil.com>; Kailis, Christy <Christy.Kailis@weil.com>; Perret, Blandine <Blandine.Davies@weil.com>; Shimmin, Jacqui <jacqui.shimmin@weil.com>  
**Subject:** RE: revised confidentiality agreement

Redacted

**From:** Dietderich, Andrew G. [mailto:dietdericha@sullcrom.com]  
**Sent:** 08 December 2010 23:59  
**To:** Krasnow, Richard  
**Cc:** 'dcash@alvarezandmarsal.com'; Jones, Rupert; 'DODonnell@milbank.com'; Del Nido, Erika; Shenker, Joseph; 'george.iacobescu@canarywharf.com'; 'levcapital@aol.com'  
**Subject:** Re: revised confidentiality agreement

We said that we could not provide the new tenant's lease if LBHI were reserving the right to compete with the new

CONFIDENTIAL



LBHI\_CW0010178

tenant. You objected to that on the basis that economics of lease might demonstrate a surprisingly high market value that LBHI could capture. We disclosed to you the market value (less than half the value of a replacement lease on initial terms), and said that we would send you the lease if you could confirm that, if lease terms matched our disclosure, you would not compete with the new tenant. That was a solution that worked for new tenant. You were going to check with A&M. I do not know what changed.

We continue to have an urgent outstanding question whether you want a new lease on initial terms. It is important to know this so we can do a mitigation deal that is in everyone's interest. Can you please answer the question so we can tell new tenant?

---

**From:** Krasnow, Richard <richard.krasnow@weil.com>  
**To:** Dietderich, Andrew G.  
**Cc:** 'dcash@alvarezandmarsal.com' <dcash@alvarezandmarsal.com>; Jones, Rupert <rupert.jones@weil.com>; 'DODonnell@milbank.com' <DODonnell@milbank.com>; Del Nido, Erika <Erika.delNido@weil.com>  
**Sent:** Wed Dec 08 18:39:11 2010  
**Subject:** RE: revised confidentiality agreement

Your statement regarding the reason for the request is inaccurate. We found out about a potential transaction as a result of press reports. We then contacted Clifford Chance about that transaction and advised that we needed to know the specifics of any transaction in order to evaluate the proposed settlement and CW's asserted claims. That's it. LBHI is not seeking that information in order to evaluate whether or not to assume or enter into a lease. I hope that is sufficiently clear. I will resend the documents.



Richard P. Krasnow

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[richard.krasnow@weil.com](mailto:richard.krasnow@weil.com)  
+1 212 310 8493 Direct  
+1 212 310 8007 Fax

**From:** Dietderich, Andrew G. [mailto:dietdericha@sullcrom.com]  
**Sent:** Wednesday, December 08, 2010 6:31 PM  
**To:** Krasnow, Richard  
**Cc:** 'dcash@alvarezandmarsal.com'; Jones, Rupert; 'DODonnell@milbank.com'  
**Subject:** Re: revised confidentiality agreement

I didn't receive it. Could you resend.

You correctly describe the permitted uses once you have it: per your request we made this broader.

But please let's speak plainly.

The only purpose of the delivery of the information at this time is because you asked for it prior to confirming you do not want to take up the lease. We understood you were prepared to do so after confirmation that the lease economics are as we described verbally on Monday and you took to A&M. Are you ready to do that upon confirmatory review? I don't think the new tenant will give its lease to you without that good faith commitment, and reserving a useless right to take the lease in competition to the new tenant could have serious consequences for the mitigation deal more generally.

---

**From:** Krasnow, Richard <[richard.krasnow@weil.com](mailto:richard.krasnow@weil.com)>  
**To:** Dietderich, Andrew G.  
**Cc:** Cash, Debra <[dcash@alvarezandmarsai.com](mailto:dcash@alvarezandmarsai.com)>; Jones, Rupert <[rupert.jones@weil.com](mailto:rupert.jones@weil.com)>; O'Donnell, Dennis C. <[DODonnell@mailbank.com](mailto:DODonnell@mailbank.com)>  
**Sent:** Wed Dec 08 18:03:18 2010  
**Subject:** RE: revised confidentiality agreement

I thought that I sent you an email that addressed this but in any event, section 1.1 of the letter agreement provides that the information may only be used in connection with settlement negotiation or any litigation relating to CW's asserted claims.



Richard P. Krasnow

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[richard.krasnow@weil.com](mailto:richard.krasnow@weil.com)  
+1 212 310 8493 Direct  
+1 212 310 8007 Fax

**From:** Dietderich, Andrew G. [<mailto:dietderich@sullcrom.com>]  
**Sent:** Wednesday, December 08, 2010 5:02 PM  
**To:** Krasnow, Richard  
**Cc:** Cash, Debra; Jones, Rupert; O'Donnell, Dennis C.  
**Subject:** RE: revised confidentiality agreement

Thanks. I'll take a look. But the purpose of our sharing this information was because you wanted to see it prior to confirming that you do not want take up the 25 Bank Street lease on its initial terms – a fair request of the new tenant we have found to mitigate our losses (and reduce our claim). Before we share anything, it is important to both my client and the tenant to confirm that this remains the premise of your review. It is not tenable for either of them that you reserve the right to compete with the new tenant for the space.

**From:** Krasnow, Richard [<mailto:richard.krasnow@weil.com>]  
**Sent:** Wednesday, December 08, 2010 4:49 PM  
**To:** Diclderich, Andrew G.  
**Cc:** Cash, Debra; Jones, Rupert; O'Donnell, Dennis C.  
**Subject:** FW: revised confidentiality agreement

Andy,

As we consider your requests, let's try to make some progress on one front. Attached are clean and blacklined copies of a revised confidentiality letter. The blacklined version reflects changes that we made to the last draft that you had sent to us. As I mentioned to you on our call, the only substantive comment that Milbank conveyed to us is that since they will need to share information regarding the transaction with the committee when they make a recommendation regarding a settlement, they would like the committee members to be included amongst those parties who have access to the information. As per the letter, members would be deemed subject to the confidentiality provision of the letter agreement and the committee members themselves are subject to confidentiality restrictions based on the committee's by-laws. We have modified the letter to accommodate Milbank's request. Please advise whether that change as well as the other changes are acceptable. Thanks.

Richard



Richard P. Krasnow

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[richard.krasnow@weil.com](mailto:richard.krasnow@weil.com)  
+1 212 310 8493 Direct  
+1 212 310 8007 Fax

---

The information contained in this email message is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by email ([postmaster@weil.com](mailto:postmaster@weil.com)), and destroy the original message. Thank you.

This e-mail is sent by a law firm and contains information that may be privileged and confidential. If you are not the intended recipient, please delete the e-mail and notify us immediately.

---

The information contained in this email message is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by email ([postmaster@weil.com](mailto:postmaster@weil.com)), and destroy the original message. Thank you.

---

The information contained in this email message is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by email ([postmaster@weil.com](mailto:postmaster@weil.com)), and destroy the original message. Thank you.